

Book 3 Bills of Sale

they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

(Notarial Seal affixed)

R M Wright.
Notary Public for Washington

My Commission expires: 3-18-55

Filed for record April 30, 1951 at 4-05 p. m. by Geo. E. Laxson

John A. Wachter
Skamania County Auditor

#42429

M. & D. Timber Company to North Pacific Plywood, Inc.

BILL OF SALE OF TIMBER

In Consideration of ONE HUNDRED FIFTY THOUSAND and NO/100 (\$150,000.00) DOLLARS, the receipt of which is hereby acknowledged, the M. & D. TIMBER COMPANY, a corporation, does hereby sell and convey unto NORTH PACIFIC PLYWOOD, INC., and its assigns, all the standing and fallen merchantable timber now owned by the M. & D. TIMBER COMPANY, a corporation, upon the following described lands, situate in the County of Skamania, State of Washington, to-wit:

Timber on NE $\frac{1}{4}$ and Lots land 2, Section 24, Township 3 North, Range 7 $\frac{1}{2}$ East, W. M., containing 240 acres, more or less, according to the government survey thereof.
No trees less than 24" on the stump D.B.H. outside the bark are included in this sale. No sapling fir is to be cut or unnecessarily damaged.
Log with "cats".
The S $\frac{1}{2}$ N $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$ and S $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$ to be reserved for seed area.
As shown by Bill of Sale from the State of Washington dated October 17th, 1950, No. 4435.

Old growth fir only on: Lot 3 and Lot 4, Section 18, Township 3 North, Range 8 East, W.M., containing 82.11 acres, more or less, according to the government survey thereof.
No trees that are less than 24" on the stump D.B.H outside the bark are included in this sale.
No sapling fir, white fir, or hemlock is to be cut or damaged unnecessarily.
Log with "cat".
Trees not included in this sale will provide ample seed area.
As shown by Bill of Sale from the State of Washington dated October 17th, 1950, No. 4434.

Old growth fir and cedar only on SE $\frac{1}{4}$ of Section 13, Township 3 North, Range 7 $\frac{1}{2}$ East, W.M., containing 140 acres, more or less, according to the government survey thereof.
No trees that are less than 24" on the stump DBH outside the bark are to be sold.
"Cat" logging.
No sapling fir, white fir, or hemlock to be cut or unnecessarily damaged.
Trees not included in this sale will provide ample seed.
As shown by Bill of Sale from the State of Washington dated October 17th, 1950, No. 4433.

all of which timber the first party has heretofore purchased from the State of Washington under date of October 17th, 1950, which said purchases are shown by Sale of Timber on Scientific Lands and under Timber Bills of Sale numbered as above.

The purchaser takes said lands subject to all conditions as set forth in said Bills of Sale from the State of Washington, which said Bills of Sale are hereto attached and made a part hereof.

The purchaser agrees to hold the M. & D. TIMBER COMPANY, a corporation, harmless for and on account of said Bills of Sale from the State of Washington.

TO HAVE AND TO HOLD, The same unto the said purchaser and its assigns.

IN WITNESS WHEREOF, The said party of the first part has caused its corporate name to be subscribed hereto and its corporate seal to be hereunto affixed this 8th day of May, 1951.

M. & D. TIMBER COMPANY

(Corporate Seal affixed)

By W. C. Abel
Its President.

By Eva Marie Abel
Its Secretary.

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STATE OF WASHINGTON,)
GRAYS HARBOR COUNTY.) ss.

I, Sam Emmanuel, a Notary Public in and for the said State, do hereby certify that on this 8th day of May, 1951, personally appeared before me W. C. ABEL and EVA MARIE ABEL, President and Secretary respectively of the M. & D. TIMBER COMPANY, a corporation, to me known to be the individuals described in and who executed the within instruments, and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Notarial Seal affixed)

Sam Emmanuel
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,
residing at Olympia in said County.

ORIGINAL

IN CONSIDERATION of Eighty-seven thousand and one and no/100 (\$87,001.00) Dollars, the receipt of which is hereby acknowledged, the State of Washington does hereby sell and convey unto M. & D. Timber Company, its, heirs, executors, administrators, successors and assigns, all the standing and fallen merchantable timber now owned by the State of Washington, upon the following described Scientific lands, situate in the County of Skamania, State of Washington, to-wit:

Timber on NE $\frac{1}{4}$ and Lots land 2, Section 24, Township 3 North, Range 7 $\frac{1}{2}$ East, W.M., containing 240 acres, more or less, according to the government survey thereof.
No trees less than 24" on the stump D.B.H. outside the bark are included in this sale.
No sapling fir is to be cut or unnecessarily damaged.
Log with "cats".
The S $\frac{1}{2}$ N $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$ and S $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$ to be reserved for seed area.

The purchaser of the above described timber will be required to fall all dead and defective trees on the area and to comply strictly with laws governing slash disposal as found in Title 36, Chapter 1, Remington's Compiled Statutes and laws amendatory thereto.

The purchasers of state timber are required to run out the lines and are responsible for trespass in case timber is cut on adjacent state-owned land.

The bill of sale to be issued will give the holder the right to construct logging roads across the above described tract for the removal of said timber, but will not give him any exclusive jurisdiction over the tract. The State reserves the right to grant rights of way for logging roads or for any other purpose over and across the above described tracts at any time and neither the State nor the grantee shall be liable to the holder of the bill of sale for any damage caused thereby.

Attention is called to the fact that this grants only the right to remove the timber, the State retaining jurisdiction over the land in all other respects.

All timber, whether standing or fallen, not removed from said land by said grantee, or those claiming under him, within five years from the date hereof, shall revert to and become the property of the State of Washington as fully to all intents and purposes as if this instrument had not been made; and the right of said grantee, or those claiming under him, to cut or remove timber from said lands shall utterly cease at the expiration of said five years from the date hereof; provided, that in all cases when the purchasers are acting in good faith and removing the said timber, the Commissioner of Public Lands may extend the time of removal in accordance with the statutes governing, in which event all timber whether standing or fallen, not removed at the expiration of such extension shall revert to and become the property of said State as fully to all intents and purposes as if said extension had not been made.

If the holder permits a timber bill of sale to expire before applying for an extension,

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departmental policy will prevent its reinstatement unless it can be shown conclusively that such failure was caused by circumstances not under his control.

WITNESS my hand and official seal this 17th day of October, 1950
(Commissioner of Public Lands Seal affixed)

THE STATE OF WASHINGTON

WITNESSES:

JACK TAYLOR,

John A. Earley, Jr.

Jack Taylor
Commissioner of Public Lands.

Margaret Coey

M. & D. Timber Company
By W. G. Abel President
Purchaser.

P.O. Address Hoquiam, Washington

Recorded in Vol. 18, Page 147, State Records of Timber Sales.

ORIGINAL

No. 4435

SALE OF
TIMBER ON Scientific LANDS

STATE OF WASHINGTON TO M. & D. Timber Company Address Hoquiam, Wash.

DESCRIPTION

Timber on NE $\frac{1}{4}$ and Lots land 2, Sec. 24, Twp. 3 N., Range 7 $\frac{1}{2}$ E. W. M.

Application No. 20972
1814-4

ORIGINAL

IN CONSIDERATION of Eight thousand and one and no/100 (\$8,001.00) Dollars, the receipt of which is hereby acknowledged, the State of Washington does hereby sell and convey unto M. & D. Timber Company, its heirs, executors, administrators, successors and assigns, all the standing and fallen merchantable timber now owned by the State of Washington, upon the following described Scientific lands, situate in the County of Skamania, State of Washington, to-wit:

Old growth fir only on: Lot 3 and Lot 4, Section 18, Township 3 North, Range 8 East, W.M., containing 82.11 acres, more or less, according to the government survey thereof.
No trees that are less than 24" on the stump D.B.H. outside the bark are included in this sale.
No sapling fir, white fir, or hemlock is to be cut or damaged unnecessarily.
Log with "cats".
Trees not included in this sale will provide ample seed area.

The purchaser of the above described timber will be required to fall all dead and defective trees on the area and to comply strictly with laws governing slash disposal as found in Title 36, Chapter 1, Remington's Compiled Statutes and laws amendatory thereto.

The purchasers of state timber are required to run out the lines and are responsible for trespass in case timber is cut on adjacent state-owned land.

The bill of sale to be issued will give the holder the right to construct logging roads across the above described tract for the removal of said timber, but will not give him any exclusive jurisdiction over the tract. The State reserves the right to grant rights of way for logging roads or for any other purpose over and across the above described tracts at any time and neither the State nor the grantee shall be liable to the holder of the bill of sale for any damage caused thereby.

Attention is called to the fact that this grants only the right to remove the timber, the State retaining jurisdiction over the land in all other respects.

All timber, whether standing or fallen, not removed from said land by said grantee, or those claiming under him, within five years from the date hereof, shall revert to and become the property of the State of Washington as fully to all intents and purposes as if this instrument had not been made; and the right of said grantee, or those claiming under him, to cut or remove timber from said lands shall utterly cease at the expiration of said five years from the date hereof; provided, that in all cases when the purchasers are acting in